

MEMORANDUM OF UNDERSTANDING
Between
ORCAS ISLAND SCHOOL DISTRICT
and
PUBLIC SCHOOL EMPLOYEES OF ORCAS ISLAND

The Orcas Island School District (“District”) and Public School Employees of Orcas Island (“Union”) hereby confirm the following agreements related to the unprecedented COVID-19 virus outbreak:

1. **Leave** – The following leave taken as a result of the COVID-19 closures shall be treated as a separate leave allowance that is specific and unique to the current public health crisis. No personal, sick or unpaid leave will be deducted from employee leave banks under the following conditions:

- If an employee is directed by a health professional or agency to be quarantined for 14 days, either because of close contact with a person who has had a lab-confirmed case of COVID-19 or because they have tested positive for COVID-19.
- If an employee falls into one of the high-risk categories (adults aged 60 and older, people with weakened immune systems from medical conditions or treatments). These situations will be addressed on a case-by-case basis and with physician verification.
- If an employee follows documented guidance issued by a medical or public health official to isolate or quarantine themselves as a result of exposure to COVID-19.

Employees on such leave may be assigned home-based work to the same extent as other staff assigned to their homes during school closure, as outlined in Section 2 below, unless they are experiencing incapacity to work due to illness.

2. **Work during district closure** – When all schools are closed, a revised work schedule will be followed. It is the understanding and agreement of the parties that the services of certain employees and employee groups will be needed by the District, and these employees may be called to work on-site. Employees may also be placed on call (home assignment) during their regularly scheduled working hours. Employees who are on call (home assignment) will be required to follow these guidelines:

- Employees will check email daily. The frequency and timing of when they are available to respond to email is in conjunction with regularly scheduled workday.
- Employees will be expected to remain available for phone calls with their supervisor/District or colleagues during regularly scheduled working hours.
- It is understood that as the situation evolves, additional work from home or onsite may be required of employees who are assigned to their homes, or to alternate worksites. It is recognized, per guidance from OSPI, that this work “will require flexibility and may necessitate paid staff to perform different duties than they are normally assigned.” The District and Union will collaborate in good faith to address any concerns about the impacts of these changes.
- Employees who need to be released from these duties on a particular day may apply for and take leave under their CBA in the same manner as during regular operations (sick leave, personal leave, etc.)

- Employees will be compensated for all of their contracted hours during the District closure. Such compensation will include all negotiated benefits, including health benefits.
- If the District needs to add days to the student calendar pursuant to Section 3, employees who work fewer than 260 days will be released from duty during the school closure for an equivalent number of days to those added to the calendar, so that the total number of work days does not increase. Employees who work at alternate sites including at home will not work beyond their regularly scheduled hours without advance authorization.

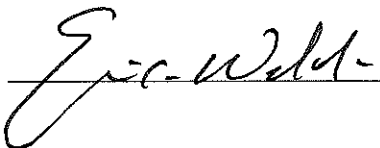
3. **Making up lost instructional days and time** – The District will follow OSPI guidelines for waivers related to COVID-19. It is currently anticipated that school will be in session through at least June 19, 2020. If this end date changes for any reason, the District and Union will meet to negotiate impacts.

4. **Funding sources** - As state and federal funds are authorized to mitigate the impacts of COVID-19, this MOU will be interpreted liberally in favor of allowing the District to access those funds to pay for any provision of this MOU for which such funding may be available, especially as it pertains to accessing assistance for paid leave benefits, and to make such changes as may be necessary to access that funding. This MOU may be reopened upon request of the Union to negotiate impacts of any such changes.

This MOU shall be in effect for the remainder of the 2019-20 school year and shall sunset on August 31, 2020. All other provisions of the collective bargaining agreement shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Dated this 20th day of March, 2020.

For the District:



For the Union:

